



December 15, 2010

[REDACTED], [REDACTED]
[REDACTED]

Dear [REDACTED]:

You will find enclosed two copies of Assignment of Equipment Form, and Agreement for Temporary Transfer of Vehicular Equipment covering the assignment of Cal EMA Fire Engine No. [REDACTED] to the [REDACTED]. The agreement is effective [REDACTED].

Please have the authorized official sign both copies of the above-mentioned documents and return one original set to our office.

NOTE 1: Cal EMA cannot assign the apparatus to your agency until this signed agreement is returned.

NOTE 2: This Agreement contains updates. The first is the name change from OES to California Emergency Management Agency or "Cal EMA." The second is the addition of equipment required by NFPA 1901 and other NFPA Standards. Please see the "new" paragraph 5. for details.

It is required that this office be furnished with a Certificate of Insurance, or a letter certifying self-insurance in accordance with Paragraph 14 and 15 of the Agreement for Temporary Transfer of Vehicular Equipment.

If you have any questions regarding this assignment, please feel free to contact our office.

Sincerely,

KIM ZAGARIS
State Fire and Rescue Chief

KZ/mac
Enclosures

Cc: [REDACTED], Region [REDACTED] Fire & Rescue Coordinator
[REDACTED], [REDACTED] Operational Area Coordinator
[REDACTED], Cal EMA Deputy Chief of Operations
[REDACTED], Cal EMA Assistant Chief

**AGREEMENT FOR
TEMPORARY TRANSFER OF VEHICULAR EQUIPMENT**

THIS AGREEMENT, entered into this [] day of [], [], by and between the **STATE OF CALIFORNIA** whereas the California Emergency Management Agency (Cal EMA) is referenced in this agreement falls under the authority acting by and between its duly appointed and qualified Secretary of the California Emergency Management Agency (Cal EMA), hereinafter called the "**STATE**," and the [], acting by and through its duly appointed, qualified and acting officers, hereinafter called "**TRANSFeree**",

WITNESSETH:

IT IS HEREBY MUTUALLY AGREED between the parties hereto as follows:

1. The **STATE** hereby transfers possession to **TRANSFeree** and **TRANSFeree** hereby accepts possession from **STATE** of the fire apparatus and equipment listed on the attached Exhibit "A" which is by this reference made a part hereof, for the period commencing [], for the following all-risk events, emergency incidents, civil defense and disaster purposes, namely:

Mutual aid, multiple alarm events and emergency incidents, emergency incidents threatening properties vital to national defense or important military installations, parades and displays, training of regular, volunteer and auxiliary firefighters and temporary standby for assignee's regular apparatus and the regular apparatus of other departments while out of service for repairs.

- a. Vehicle Description: []
 Vehicle Designation: []
 Vehicle License Number: []
 Vehicle Identification Number: []
 Value of Vehicle: []
 Value of Hose and Appliances: []

b. Equipment inventories (Exhibit "A") may by mutual concurrence of the **STATE** and **TRANSFeree** be changed during the term of this agreement, utilizing property accountability procedures established or approved by the State.

2. Housing, Maintenance, Repair and Replacement. During the term of this transfer, **TRANSFeree** agrees to adequately house in an enclosed secure structure, staff, operate, maintain and repair (consistent with section 2 b.) said fire apparatus and equipment (hereinafter collectively referred to as "the apparatus" except where it is desired to refer to equipment alone, in which case the term "equipment" is used) at its sole cost and expense, save as otherwise expressly provided in this agreement. Apparatus shall be housed on property of the **TRANSFeree** in a manner to provide reasonable protection against inclement weather, sabotage, theft or malicious damage. Apparatus shall be maintained in such condition that it is available for immediate emergency use, and at the same standard as other emergency apparatus operated by **TRANSFeree**. Maintenance shall include care of hose, batteries, tires, appliances, lubrication and fuel, general cleaning and polishing, minor body repairs and periodic testing. Repairs shall include, without being limited to, motor tune-ups, pump repairs, transmission, differential and all running gear, brake and exhaust systems, cooling devices including radiator, pump packing, equipment assigned to apparatus and so forth.

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a. Repairs to the extent of \$100.00 for each individual item of repair shall be the responsibility of **TRANSFEE**.

b. Repairs to the extent that they exceed \$100.00 for each individual item of repair shall be the responsibility of **STATE** on a \$100.00 deductible basis, unless in the judgment of the **STATE** the same results from misuse or negligence on the part of **TRANSFEE** in the maintenance or use of the apparatus, in which event the cost of each such item of repair above \$100.00 shall also be the responsibility of **TRANSFEE**. In no event shall **TRANSFEE** arrange for repairs costing above \$100.00 for any item of repair, whether it deems the same to be the responsibility of **STATE** or **TRANSFEE**, without first obtaining authorization in writing from the Cal EMA Fire & Rescue Division.

c. Notwithstanding the foregoing, replacement of hose, batteries and tires shall be the responsibility of **STATE**, save to the extent **STATE** deems damage thereto to be the result of negligence or misuse on the part of **TRANSFEE**, in which event **TRANSFEE** will bear such portion of the replacement cost thereof as the **STATE** deems equitable. Procurement of tires, hose and batteries is subject to State fiscal policies and procedures, and written approval must be obtained from the Cal EMA Fire & Rescue Division prior to procurement.

d. Maintenance and repairs must be requested and authorized pursuant to the Cal EMA Fire & Rescue Division Operations Bulletin #18, which is hereby incorporated into this agreement by reference.

e. Repair or replacement of the apparatus transferred hereunder which is consumed, lost, stolen, damaged or destroyed during mutual aid operations when **STATE** has dispatched or directed the dispatch of said apparatus through Regional or Operational Area Fire & Rescue Coordinators, or when **STATE** has reassigned said apparatus pursuant to the provisions of paragraph 11 of this agreement, shall be the responsibility of **STATE**, providing that any such loss or damage is due to the negligence of **TRANSFEE** under such circumstances, **TRANSFEE** shall be liable therefore to the extent that the **STATE** deems equitable. **TRANSFEE** agrees that it will assume responsibility in full for the repair or replacement of equipment which has been consumed, lost, stolen, damaged or destroyed in operations other than referred to in this paragraph.

3. Inspection of Apparatus. **TRANSFEE** agrees that representatives of the Cal EMA Fire & Rescue Division and other authorized State personnel may inspect the apparatus at any time.

4. Staffing. Reasonable and continual training shall be carried on so that trained personnel shall at all times be available to staff and operate said apparatus. The **TRANSFEE** shall provide personnel to staff the assigned apparatus per FIREScope ICS standards. The Cal EMA engine may be assigned to out of area assignments for up to 14 days, plus travel time. When local government personnel, staffing Cal EMA apparatus, are committed to extended assignments there may be a need to replace or rotate personnel. Personnel rotation will follow the direction outlined in the California Fire Assistance Agreement when assigned to an incident within California. Crew rotation for incidents outside of California shall be consistent with the appropriate forest's agencies policy and coordinated by Cal EMA.

5. Personal Protective Equipment (PPE) and Specialized Equipment. In addition to providing the standard complement of firefighting PPE, it shall be the TRANSFEREE'S responsibility to provide its personnel with all other PPE that may be required by NFPA 1901, other NFPA Standards, and California Title 8. This shall include, but not be limited to, one Traffic Vest (ANSI / ISEA 207) for each seating position. In addition, we recommend chainsaw chaps be provided. Also, an automatic external defibrillator (AED) has been added to "Miscellaneous Equipment" in NFPA 1901. To provide consistency with the TRANSFEREE'S equipment, it shall be the TRANSFEREE'S responsibility to provide this device for use on the assigned engine.

6. Training. Personnel assigned shall meet wildland fire and ICS standards established in the California Incident Command Certification System (CICCS) or NWCG 310-1 (2006 version). Personnel assigned to EMA Engine 253 and above shall meet Rescue System I standards as certified by the California State Fire Marshal, or have completed an equivalent course that meets or exceeds Rescue System I curriculum.

7. Dispatching. All movement of the apparatus shall be handled through the official dispatching channels of **TRANSFEREE**. **TRANSFEREE** dispatchers will recognize and act on all official requests for movement of the apparatus in conformance with the Fire & Rescue Annex (California Fire & Rescue Mutual Aid System) to the State Emergency Plan and its subsequent revisions. **STATE** reserves the right to dispatch, direct the dispatch of, or temporarily reassign the said apparatus and equipment whenever, in the opinion of the Secretary of Cal EMA, his representatives or Operational Area and Regional Fire & Rescue Coordinators, such equipment and apparatus is essential to the protection of life and property in another jurisdiction or in the best interest of the STATE.

8. Mutual Aid Response. Procedures for mutual aid response shall be in accordance with California Fire Service and Rescue Emergency Mutual Aid Plan.

9. Reimbursable Response. Reimbursement for mutual aid may be provided pursuant to a governor's disaster proclamation or when conditions warrant invoking the California Fire Assistance Agreement, the State of Nevada Cooperative Agreement, or the Interstate Compact as appropriate. There is no other existing provision for mutual aid reimbursement.

10. Temporary Use. **TRANSFEREE** shall be permitted to use their assigned apparatus for temporary cover of fire stations when emergency conditions warrant, or when regular apparatus is out of service for repairs. In either case the **ASSIGNEE** shall immediately notify the Operational Area Dispatch Center. The **ASSIGNEE** further agrees that Cover-in or Standby of said fire apparatus exceeding 90 days is at the discretion of the **STATE**.

11. Temporary Transfer.

a. An assignment of the apparatus or any portion thereof by **TRANSFeree** for any period not exceeding seven consecutive days within a given Operational Area may be made with the consent of the Operational Area Fire & Rescue Coordinator and the **STATE**, providing that at the time such apparatus is received, such assignee furnish **TRANSFeree** and **STATE** a letter to the effect that he assumes all obligations of **TRANSFeree** with respect to such apparatus under this agreement during the period of assignment, including insurance coverage in accordance with Paragraph 14 or 15, as appropriate. Any assignment by **TRANSFeree** for a period of more than seven consecutive days shall be subject to authorization by the **STATE** and execution of an "Agreement for the Temporary Transfer of Vehicular Equipment", with the agency requesting the transfer.

b. Whenever apparatus is assigned in accordance with the provisions of this paragraph, regular **TRANSFeree** shall be relieved of its obligations under this agreement during such period of assignment.

c. Complete a written Temporary Cal EMA Apparatus Assignment Record, Exhibit "B". The **TRANSFeree** will retain one copy, the Temporary Assignee will retain one copy, and one copy will be forwarded to the Cal EMA Fire & Rescue Division.

12. Reports and Records. **TRANSFeree** shall maintain daily and monthly reports on the details of Apparatus Use on Cal EMA F-101 Form. A Smoke Opacity Test, Pump Test, Hose Test, and Ladder Test shall be completed annually. Written results of all tests and reports shall be forwarded to the Cal EMA Fire & Rescue Division, by the end of the calendar year. A recent copy of the tests and reports shall be maintained in the vehicle logbook.

13. Report of Accidents. **TRANSFeree** shall immediately notify the Cal EMA Fire & Rescue Division following any and all accidents involving this apparatus. It shall be the responsibility of **TRANSFeree** to fill out State Form 270, "Report of Automobile Accident," and file the report with the California Emergency Management Agency. A copy of this report shall be retained by the **TRANSFeree** and the original and four copies forwarded to Cal EMA.

14. Insurance Protection. (Non- State Agencies)

a. **TRANSFeree** agrees forthwith to furnish evidence of insurance protecting the legal liability of the **TRANSFeree** and the **STATE** for liability and/or property damage with a combined single limit of \$1,000,000.00 per occurrence, by means of a Certificate of Insurance naming State of California as Additional Insured. Said certificate shall contain an agreement by the insurance company that it will not cancel said policy without 15 days prior written notice to the **STATE** and that the **STATE** is not liable for the payment of any premiums or assessments thereon. Said certificate must include the description of the apparatus including VIN, state license number and Cal EMA unit number.

b. In the event the **TRANSFeree** is self-insured, **TRANSFeree** in lieu of a certificate of insurance shall furnish the **STATE** a written statement of such fact. In such event **TRANSFeree** agrees to hold the **STATE** harmless from any personal injury or property damage claims arising out of its maintenance, use or operation of the apparatus under the terms of this agreement.

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c. Physical damage insurance, including collision coverage and comprehensive coverage, shall be obtained. The **STATE** will be named as a loss payee. The description of the vehicle and the necessary amount of insurance required is outlined in attached Exhibit "C" which is by this reference made a part hereof.

15. Insurance Protection. (State Agencies) Any insurance necessary for coverage of the apparatus shall be the sole responsibility of the department having custody of the vehicle. **TRANSFEE** agrees to report apparatus as being under its control to the Insurance Officer, Department of General Services.

16. Termination of Agreement.

a. Either party may terminate this agreement upon 14 days written notice to other party, or **TRANSFEE** may relinquish or **STATE** may repossess any portion of the apparatus upon like notice to the other party, except that **STATE** may repossess any portion thereof without written notice whenever it deems the same is not being maintained in accordance with this agreement.

b. Upon the termination of this agreement, **TRANSFEE** agrees to return said apparatus in the same condition as received, reasonable wear and tear, acts of God, and conditions over which he has no control excepted.

c. As inventory changes occur, or items of equipment are replaced, deleted or added by the **STATE** or replaced by **TRANSFEE**, it is mutually agreed that no amendment to this agreement need be made at the time of the change; provided however, at the termination of this agreement a complete reconciliation of all equipment will be made. **TRANSFEE** further agrees that all replacements for equipment or apparatus will be made with identical or substantially like items as approved by the **STATE**.

d. Nothing in this agreement shall be construed to create a new property interest or right of action for the **TRANSFEE**.

17. Unauthorized Use of Cal EMA Apparatus and Equipment. Use of this apparatus other than as specified in paragraph 1 will be considered a breach of this agreement.

18. Use of Radio Equipment

a. **STATE** will furnish at **STATE'S** sole cost, radio equipment installed in the apparatus to be operated on the following frequencies: 151.145 - 170.925.

b. **STATE** agrees to maintain said equipment without cost to **TRANSFEE**.

c. The **TRANSFEE** agrees to operate said radio equipment in accordance with the Rules and Regulations of the Federal Communications Commission.

d. Ownership of said equipment is in the **STATE**, and all applications to the Federal Communications Commission seeking authority to add, modify or replace radio equipment covered by this agreement shall be made by and in the name of the State of California. To

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activate this agreement and in compliance with the control requirements of the Communications Act of 1934, as amended, the **STATE** hereby deputizes the Chief of the agency of said **TRANSFeree**, and such volunteers, regularly employed and salaried assistants as shall be designated by the Chief of the agency as his agents to operate said radio equipment as specified in paragraph "c" above.

e. **STATE** assumes no liability hereunder for claims or losses accruing or resulting to any person, firm or corporation furnishing or supplying work, services or material or services in connection with the performance of this agreement or for any claims and losses accruing or resulting to any person, firm or corporation injured or damaged by performance of either party hereunder.

19. All notices herein provided to be given, or which may be given by either party to the other shall be deemed to have been fully given when made in writing and deposited in the U.S. mail, registered and postage prepaid and addressed as follows: To the **TRANSFeree** at [REDACTED], [REDACTED], [REDACTED], [REDACTED], [REDACTED], and to the **STATE** at California Emergency Management Agency, Fire & Rescue Division, 3650 Schriever Ave., Mather, CA, 95655. The address to which notices shall or may be mailed as aforesaid to either party shall or may be changed by written notice given by such party to the other, as hereinabove provided; but nothing herein contained shall preclude the giving of any such notice by personal service.

20. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

21. The **STATE** may in its sole discretion and for such good cause as it determines waive in writing in whole or in part any requirement of this agreement that apparatus and/or equipment shall be maintained in operating condition, or repaired, or replaced, providing that any such waiver shall be applicable only to the specific apparatus or equipment to which it refers.

IN WITNESS WHEREOF the parties hereto have executed this agreement upon the date first above written.

TRANSFeree:

[REDACTED] _____

By _____
[REDACTED], Chief

STATE OF CALIFORNIA:

Matthew Bettenhausen
Secretary
California Emergency Management Agency

By _____
Kim Zagaris, State Fire and Rescue Chief

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EXHIBIT "A" - EQUIPMENT INVENTORY: EMA-360 thru 366

ENGINE NUMBER:	LICENSE NUMBER:	VIN NUMBER:
1 Adapter, 6" x 2-1/2", DF Hydrant		1 Reducer, 2-1/2" NH F to 1-1/2" NH M
1 Adapter, 6" x 4", DF Hydrant		1 Reflector Kit, 3-Unit
1 Adapter, 6" x 4-1/2", DF Hydrant		2 Rope, 1/2" x 100', Utility
1 Axe, Pickhead		1 Shovel, Long Handle, Round Point, Fiberglass Handle
2 Block, Chock		1 Siamese, 2-1/2"
2 Cans, Fuel		2 Soft Suction Hose, 3" x 12'
4 Cap, 2-1/2" Discharge		1 Strainer, Class A Foam (in fill tower)
1 Chain, Tow 25', w/Grab Hooks		1 Strainer, 1 1/2" Hard Suction Hose
1 Clamp, Hose (Hebert)		1 Strainer, 6" Hard Suction Hose
2 Clamp, Hose (Wildland)		4 Strap, Hose and Ladder
5 Cones, Traffic w/reflective band		3 Tee, Wildland 1 1/2" NH M/F x 1" NPSH
2 Coupling, 2-1/2", DF		2 Wrench, Adjustable Hydrant
2 Coupling, 2-1/2", DM		2 Wrench, 1 1/2-1/2", Forestry
2 Cover, Salvage (Canvas)		1 Wrench, Suction Hose Spanner
1 Crank, Hose Reel		4 Wrench, Hose Spanner
1 Cutter, Bolt, 30"		1 Wye, Gated 2-1/2" NSF x 2-1 1/2" NSM
1 Fire Extinguisher, 5#		*****US&R INVENTORY:*****
1 First Aid Kit		1 Axe, Flathead
1 Portable Pump, Cal EMA# Serial#		1 Backboard, w/4 Straps
1 Backpack, Thermo-Gel		1 Backboard, Head Immobilizer
1 Thermo-Gel - Pick-up Tube		2 Bar, Claw, Wrecking, 3'
1 Thermo-Gel - Eductor, Hose & Nozzle		4 Bar, Pinch Point, Pry, 60"
2 Thermo-Gel - Concentrate, 5 Gal.		3 Belt, Carpenter
1 Generator w/light, 2,000 W, Cal EMA# Serial#		12 Blade, Hacksaw, Carbide
2 Hammer, Sledge, 8-10 lb.		2 Blanket, Disposable
8 Hose, 1" x 100', NPSH		27 Carabiner, Locking, "D", 11 mm
1 Hose, 1-1/2" x 35', Truck Protection Line		1 Chainsaw, w/ carbide chain and tool kit, Cal EMA# Serial#
12 Hose, 1-1/2" x 50', NH		2 Chisel, Cold, 1" x 7-7/8"
10 Hose, 1-1/2" x 100', NH Forestry		2 Chemical Light Kit
24 Hose, 3" x 50', NH		2 Cribbing & Wedge Kits
2 Hose, Booster 1" x 100' NPSH		2 Edge Protectors
1 Hose, Hard Suction 1 1/2" x 10'		1 Emergency Signaling Device (Whistle)
2 Hose, Hard Suction 6" x 10'		2 Friction Device, (Fig. 8 w/ Brake Bar Rack)
1 Hose, Soft Suction 6" x 12'		2 Hacksaw
1 Increaser, 1" NPSH F to 1-1/2" NH M		2 Handsaw, Crosscut, 26"
1 Intercom Set		3 Hammer, Framing, 24 oz
1 Ladder, 10' Attic		4 Hammer, Sledge, 3-4 lb., Short
1 Ladder, 14' Roof		2 Harness, Body , Commercial (Class 2 or better)
1 Ladder, 24' Extension		2 Haul Bag
4 Lantern, Hand, 12 Volt		2 Jack, Hydraulic w/Handle (8 ton)
5 Lights, for Traffic Cones, flashing amber		2 Kernmantle, 1/2" x 150', Static, NFPA Approved
1 Log Book, w/Credit Card		1 Knife, Utility
1 Mallet, Rubber		3 Level, 6"
2 McCleod / Thau Claw		1 Litter & Litter Cover
1 Mount, Ground, Deluge		1 Litter Pre-rig
4 Nozzle, 1", Combination		2 Load Release
5 Nozzle, 1 1/2", Combination (2 structural / 3 wildland)		6 pr Loop, Prusik
1 Nozzle, Deluge Set w/Stream Straightener and Tips 1-3/8", 1-1/2", 1-3/4", 2"		1 Marking Kit, Building
1 Nozzle, Deluge Combo, 500 - 1,250 gpm		2 Multipoint Collection Plate
1 Nozzle, 1 1/2", Foam, Air Aspiration		3 Nails, (25 lbs. Each: 16d, 8d)
1 Nozzle, 2 1/2", Fog		6 Picket, Steel, 1" x 4'
2 Nozzle, 2 1/2", Shutoff w/Tips		3 Pulley, Rescue, Prusik Minding
1 Cal EMA Operations/Maintenance Bulletins		1 Shovel, Scoop, "D" Handle, Fiberglass Handle
2 Pike Pole (6' & 8')		1 Shovel, Long Handle, Square Point, Fiberglass Handle
2 Plug, 2-1/2" Suction		3 Square, (Tri or Speed)
1 Pulaski		1 Square, Framing, 24"
1 Radio, Bendix-King, Handheld Serial#		3 Tape Measure, 25'
	Cal EMA#	2 Tape, Barrier
	DGS#	2 Tape, Duct
1 Radio, Kenwood, Mobile Serial#		1 Took Kit
	Cal EMA#	1 Trauma Kit
	DGS#	1 Webbing Kit, (6 ea: 1"x5', 1"x12', 1"x15', 1"x20')
1 Reducer, 1-1/2" NH F to 1" NPSH M		

REMARKS: _____

ACCEPTED BY: _____ TITLE: _____

DEPARTMENT: _____ DATE: _____

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Fire and Rescue Division

EXHIBIT "B"
TEMPORARY CAL EMA APPARATUS ASSIGNMENT RECORD

NO.	ARTICLE	CAL EMA DECAL	QUANTITY
1.	1,250 gpm Triple Combination Fire Engine, complete with equipment per attached Exhibit "A" of Agreement for Temporary Transfer of Vehicular Equipment.	Cal EMA [REDACTED]	1
2.	License No: [REDACTED]		
3.	VIN No: [REDACTED]		
4.	Engine No: [REDACTED]		
5.	Proof of Insurance: _____		
6.	Inventory Completed: _____		
7.			
8.			
9.			
10.			
11.			

REASON FOR TEMPORARY TRANSFER: New Assignee

SIGNATURES:

PERMANENT TRANSFEREE

Date _____

TEMPORARY ASSIGNEE

Date _____

EXHIBIT "C"
INSURANCE REQUIREMENTS

Part of the agreement through which the State makes a temporary transfer of vehicular equipment is the agreement on the part of the transferee to furnish certain evidence of insurance. Your organization, as a transferee of equipment, will want to be mindful of these requirements and assure they are complied with.

Liability Insurance

A certificate of insurance shall be furnished to the State providing minimum limits of insurance as follows:

BODILY INJURY and PROPERTY DAMAGE LIABILITY \$1,000,000.00 PER OCCURENCE

A certificate of insurance will have the following provisions included:

1. The State of California shall be named Additional Insured.
2. The insurance company shall agree that in the event of cancellation, 15 days prior written notice will be given to the State.
3. The State shall not be responsible for premium or assessments.
4. Certificate of Insurance must include the description of the apparatus including identification number, State license number and Cal EMA unit number.

Physical Damage Insurance

The transfer agreements place certain responsibilities upon your organization for the safekeeping of the vehicle and equipment. The State will look to your organization for reimbursement for repair or replacement cost in the event the vehicle or equipment is damaged by misuse or negligence or by other causes, except normal wear and tear, acts of God and conditions over which your organization has no control.

Description of Apparatus

VEHICLE

VALUE

License Number: _____

VIN Number: _____

Engine Number: _____

EQUIPMENT

Hose and Appliances _____